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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

DAVID LEFKOWITH

Serial No.: 09/681,815

Filed: June 11, 2001

Group Art Unit: 3622

Examiner: Arthur D. Duran

For: METHOD AND SYSTEM FOR PROVIDING REBATES
TO AUTOMOBILE OWNERS BASED ON PURCHASES
MADE AT PARTICIPATING RETAILER LOCATIONS

Attorney Docket No.: FMC 1329 PUS (81048445)

**RESPONSE TO NOTIFICATION OF
NON-COMPLIANT APPEAL BRIEF**

Mail Stop Appeal Brief - Patents
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Sir:

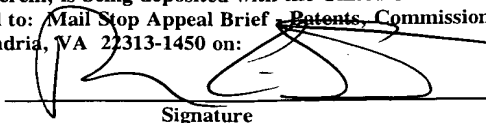
This is a response to the Notification of Non-Complaint Appeal Brief mailed on August 8, 2006 for the above-identified patent application. This response includes a revised Argument section.

CERTIFICATE OF MAILING UNDER 37 C.F.R. § 1.8 (FIRST CLASS MAIL)

I hereby certify that this paper, including all enclosures referred to herein, is being deposited with the United States Postal Service as first-class mail, postage pre-paid, in an envelope addressed to: Mail Stop Appeal Brief - Patents, Commissioner for Patents, U.S. Patent & Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450 on:

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VII. ARGUMENT

CLAIMS 1-3, 6-10, 13-15, AND 18-21 ARE PATENTABLE UNDER 35 U.S.C. 103(a) OVER KANTER IN VIEW OF DEWOLF

A. *The Examiner Fails To Establish A Prima Facie Case Of Obviousness For Claims 1 And 13*

Kanter and DeWolf each fail to teach, disclose, or suggest a customer identification badge that expires after a predetermined time interval if the customer does not verify that he or she continues to possess the automobile, as each of independent claims 1 and 13 recite. See MPEP 2143.03 (“All Claim Limitations Must Be Taught Or Suggested.”)

The Examiner appears to rely on the following three paragraphs from the DeWolf reference to find this claim limitation:

In one embodiment, the vehicle asset record is transferred from the manufacturer or dealer to the buyer or other party. The transfer of the asset record can be done in numerous ways. In one embodiment, the asset record is transferred via a digital medium, such as, floppy disk, zip disk, tape drive, CD, DVD, smart card, etc. In a preferred embodiment, the asset record is transferred over a computer network, such as the Internet. Using the Internet allows the manufacturer or dealer to make the vehicle asset record available to customers or other interested parties even if they are remotely located.

[0109].

In one embodiment, the manufacturer or dealer (e.g. GM) would offer this service for free. The auto buyer would be provided with a complete record of the origin and creation of the asset and the access to recording of subsequent relevant incidents during the life of the vehicle. Such incidents include manufacturer issued updates and recalls, dealer scheduled service, accidents and repairs, insurance claims, satisfaction of liens, involvement in criminal activity, transfer of ownership, etc. The owner

would be responsible, along with vehicle's other co-interested parties such as insurance, finance, law enforcement agencies, etc. for accessing and updating the vehicle's record. This could be a free or fee for service. It could be offered for a specific time period (e.g. duration that auto is under warranty or service contract) or offered indefinitely to a purchaser as a free service or for some consideration from the purchaser/owner. The vehicle registry service could be transferable or non-transferable (e.g. to a subsequent owner) depending on the interests of the registry service provider.

[0114].

In one embodiment, owners of the vehicle could be entered to maintain the vehicle record or to use certain maintenance/repair facilities that had access to and would update the vehicle record. For example, the owners may be offered a credit, discounts, reward points, etc. In another embodiment, if the owner used a particular credit card (i.e., issued by Ford or GM) the update of the vehicle record could be automatic.

[0115].

To the extent that the “floppy disk, zip disk, tape drive, CD, DVD, smart card” described in DeWolf ¶ 109 is considered to be the claimed “customer identification badge,” DeWolf simply does not teach or suggest that the badge expires after a predetermined time interval if the customer does not verify that he or she continues to possess the automobile. The Examiner has not found this limitation in the prior art, and claims 1 and 13 are patentable.

B. The Examiner Fails To Establish A Prima Facie Case Of Obviousness For Claims 2 And 14

Kanter and DeWolf each fail to teach, disclose, or suggest updating the customer identification badge to reflect that the customer continues to possess the automobile as each of

claims 2 and 14 recite. *See* MPEP 2143.03 (“All Claim Limitations Must Be Taught Or Suggested.”) The Examiner again appears to rely on the three paragraphs above from the DeWolf reference to find this claim limitation. DeWolf, however, fails to contemplate updating an ownership attribute associated with the vehicle asset record.

C. Claims 3, 6-10, 15, And 18-21 Are Patentable

Claims 3, 6-10, 15, and 18-21 are patentable at least because they depend from claims 1 and 13 respectively.

**CLAIMS 4 AND 16 ARE PATENTABLE UNDER
35 U.S.C. 103(a) OVER KANTER IN VIEW OF
DEWOLF AND IN FURTHER VIEW OF OVADIA**

Claims 4 and 16 are patentable at least because they depend from claims 1 and 13 respectively.

**CLAIMS 5 AND 17 ARE PATENTABLE UNDER
35 U.S.C. 103(a) OVER KANTER IN VIEW OF
DEWOLF AND IN FURTHER VIEW OF BRICAULD**

Claims 5 and 17 are patentable at least because they depend from claims 1 and 13 respectively.

**CLAIMS 11-12 AND 22-23 ARE PATENTABLE
UNDER 35 U.S.C. 103(a) OVER KANTER IN VIEW
OF DEWOLF AND IN FURTHER VIEW OF SCHILLING**

Claims 11-12 and 22-23 are patentable at least because they depend from claims 1 and 13 respectively.

The fee of \$500 as applicable under the provisions of 37 C.F.R. § 41.20(b)(2) has already been paid. Please charge any additional fee or credit any overpayment in connection with this filing to the Deposit Account No. 06-1510.

Respectfully submitted,

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